

**In the Matter of:**  
**MAGGIE RUSSELL**  
**VS**  
**MISS. GULF COAST COMMUNITY COLLEGE**

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*PUGH, DR. JASON*

*March 29, 2023*

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**eDeposition**  
.COM

844.533.DEPO



MAGGIE RUSSELL vs MISS. GULF COAST COMMUNITY COLLEGE  
Dr. Jason Pugh - 03/29/2023

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
SOUTHERN DIVISION

MAGGIE RUSSELL

PLAINTIFF

VS. 1:22-CV-00086-TBM-RPM

MISSISSIPPI GULF COAST COMMUNITY  
COLLEGE through its Board of  
Trustees (in their official  
capacities) and DOES 1-20; inclusive                      DEFENDANTS

DEPOSITION OF DR. JASON PUGH

Taken at the offices of Boyce Holleman & Associates, 1720 23rd Avenue/Boyce Holleman Boulevard, Gulfport, Mississippi, on Wednesday, March 29, 2023, beginning at 3:49 p.m.

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MAGGIE RUSSELL vs MISS. GULF COAST COMMUNITY COLLEGE  
Dr. Jason Pugh - 03/29/2023

Page 2

1 A P P E A R A N C E S

2

3 REPRESENTING THE PLAINTIFF:

4 KEITH ALTMAN, ESQ.  
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18 ALSO PRESENT:

19

Philip Bonfanti

20

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MAGGIE RUSSELL vs MISS. GULF COAST COMMUNITY COLLEGE  
Dr. Jason Pugh - 03/29/2023

1	I N D E X	
2		
3	WITNESS: DR. JASON PUGH	PAGE:
4		
5	Examination by Mr. Altman.....	5
6	Certificate of Court Reporter.....	22
7	Errata Sheet.....	23
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
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1 S T I P U L A T I O N

2           It is hereby stipulated and agreed by and  
3   between the parties hereto, through their  
4   respective attorneys of record, that this  
5   deposition may be taken at the time and place  
6   hereinbefore set forth, by Kati Vogt, RPR, RMR,  
7   CRR, RDR, Court Reporter and Notary Public,  
8   pursuant to the Federal Rules of Civil Procedure,  
9   as amended;

10           That the formality of reading and signing is  
11   specifically RESERVED;

12           That all objections, except as to the form of  
13   the questions and the responsiveness of the  
14   answers, are reserved until such time as this  
15   deposition, or any part thereof, may be used or is  
16   sought to be used in evidence.

17 - - -

MAGGIE RUSSELL vs MISS. GULF COAST COMMUNITY COLLEGE  
Dr. Jason Pugh - 03/29/2023

Page 5

1 JASON PUGH,  
2 having been first duly sworn, was  
3 examined and testified as follows:

4 EXAMINATION

5 - - -

6 BY MR. ALTMAN:

7 Q. How are you, Dr. Pugh?

8 A. I am well. Thank you.

9 Q. Do I need to go over the rules with you,  
10 or have you heard them twice already?

11 A. I think I'm okay with the rules.

12 Q. All right. We'll let you slide on that  
13 one.

14 All right. What is your current title  
15 at the college?

16 A. I am currently the executive vice  
17 president of administration and finance.

18 Q. Okay. During the 2015 to 2018 or so time  
19 frame what was your title at the university?

20 A. I took the position I have now in the  
21 summer of 2018. And prior to that, in the  
22 2015-and-forward timeline, I was the college's  
23 chief academic officer. My title at the time was  
24 vice president of teaching and learning and  
25 community campus.

MAGGIE RUSSELL vs MISS. GULF COAST COMMUNITY COLLEGE  
Dr. Jason Pugh - 03/29/2023

Page 6

1           Q.    All right.  What is your -- what was your  
2   direct personal involvement with Maggie and Susan  
3   Russell during the 2015 to 2019 time frame?

4           A.    I had no involvement with them during  
5   that time frame.

6           Q.    When was the first time you heard of  
7   Susan and Maggie Russell?

8           A.    The first time I would have heard of  
9   Susan and Maggie Russell would have been in 2018  
10   when one of the letters that Ms. Russell sent  
11   forward was brought to my attention --

12          Q.    Okay.  Was that a letter that she sent to  
13   Dr. Brown?

14          A.    I think it would have been one of the  
15   letters that was sent to Dr. Graham.  
16   Typically when --

17          Q.    Dr. Graham?

18          A.    President Graham.

19          Q.    Oh, okay.

20          A.    The president of the college.  Typically  
21   when anything that looks to be a legal matter,  
22   something like that, the president's office will  
23   forward it to my attention.

24          Q.    Okay.  Are you an attorney?

25          A.    I am not.

1           Q.    Okay.  Were you aware of the OCR letter  
2   contemporaneously?  I'm sorry.  Strike that.

3                   Were you aware of the OCR complaint  
4   contemporaneously?

5           A.    I was not aware of the OCR complaint  
6   until the college received it in September of 2018.

7           Q.    Did you have any involvement in  
8   developing a response to the OCR?

9           A.    I did.  I was the college's liaison  
10   between everybody involved at the college and the  
11   OCR, working with Mr. Nydick.

12          Q.    Okay.  Who was it that came up with the  
13   proposed four options for resolution?

14          A.    That would have been a group of faculty  
15   members and our campus administration on the  
16   Harrison County campus led by Dr. Bradley.

17          Q.    Okay.  Who were the faculty members who  
18   were involved?

19          A.    I do not know the specific names.  I know  
20   that Dr. Joan Haynes was involved.  She was the  
21   Economics teacher and so forth at the time.  I  
22   assume Dr. Emma Miller, who is the dean there now  
23   and is a professor of mathematics, was involved at  
24   the time.  And I do recall some other names that  
25   they brought in, but I can't call them off the top



1 much my head. But there was a group of faculty.

2 Q. Was there any question that Maggie  
3 Russell had significant difficulties with  
4 mathematics at that time?

5 A. I don't recall there being any question,  
6 no.

7 Q. Nobody thought she was faking it, right?

8 A. Not to my knowledge, no, sir.

9 Q. Okay. And the school didn't know about  
10 the dyscalculia diagnosis because that happened  
11 after that point in time, right?

12 A. I'm not sure when the college became  
13 aware of that diagnosis.

14 Q. Now, the -- how was Maggie's disabilities  
15 considered when coming up with those four proposed  
16 solutions?

17 A. I'm not aware of how specifically the  
18 faculty considered her disabilities specifically.  
19 It's my understanding that what took place was they  
20 were asked to review the competencies in the  
21 College Algebra course and find other methods  
22 within the college by which a student could  
23 potentially achieve those competencies; and these  
24 were the set of courses or options and sequences  
25 that they came up with that would meet those

1      competencies.

2           **Q.     Was there anything in the school**  
3      **curriculum that made provisions for coming up with**  
4      **an alternate to College Algebra?**

5           A.     In the school curriculum itself?

6           **Q.     Yes.**

7           A.     Not to my knowledge, no.

8           **Q.     Who decided that the school, then, could**  
9      **offer something besides College Algebra in place of**  
10     **College Algebra?**

11          A.     The faculty members, which the curriculum  
12     is controlled by the faculty members.

13          **Q.     So there's no state law that says you**  
14     **must have certain things in the curriculum?**

15          A.     I'm not aware of a state law of that.  
16     Our accrediting body is essentially the body that  
17     oversees the curricular components of this, and our  
18     faculty have to drive that per our accreditation  
19     standards. College Algebra being part of the core  
20     curriculum, that's decided by our general education  
21     committee at the college, which is a group of  
22     faculty members, and they put that forth as the  
23     core curriculum. It has to be approved by the  
24     accrediting body -- or it is approved by the  
25     accrediting body during our review process.

1           **Q.     How often does that review take place?**

2           A.     We have an intermittent review.  It's a  
3     ten-year review, and we have intermittent reviews  
4     on a five-year basis.  Our accreditation review.  
5     The General Ed committee meets annually on a  
6     regular basis, and there's a lot of review of the  
7     curriculum.

8           **Q.     Do they ever change the curriculum, the**  
9     **core curriculum?**

10          A.     They do change the core curriculum.  I  
11     can't remember the exact dates of the last time  
12     that a core curriculum was changed, but I can  
13     safely say that it was within the last ten years  
14     that there were some tweaks made to the core  
15     curriculum.  I cannot remember specifically what  
16     those were at the time.

17          **Q.     Did those changes have to be run by the**  
18     **accreditation body when they were made, or only**  
19     **when there was a review?**

20          A.     Only when there's a review, I think.  I  
21     think it's done only during the review process.

22          **Q.     So the university does have the ability**  
23     **on its own to change the core curriculum if it**  
24     **chooses to, correct?**

25          A.     The faculty members do -- does review and

1     periodically change the core curriculum, yes; but  
2     it's not often, and there's typically some  
3     mitigating factors associated with it. I can only  
4     remember it being modified that one time slightly  
5     in many years. I've been associated with the  
6     college for over 20 years now.

7           **Q.     So nothing stopped the university if it**  
8     **wanted to from granting an exception with respect**  
9     **to Maggie Russell, correct?**

10           A.     I would have to think through that  
11     question to properly answer it.

12           **Q.     Please do. Take whatever time you need.**

13           A.     The institution would have a very  
14     difficult time with its accrediting body if it made  
15     a waiver to its core curriculum for any purpose,  
16     because it's just not something that's -- that's on  
17     the table to be done. It's also not a good  
18     practice for transferability, because quite often,  
19     it kills that process. So -- so no, I don't -- I  
20     would say that our biggest challenge would be with  
21     the accrediting body.

22           **Q.     But you're hypothesizing that, correct?**

23           A.     Well --

24           MR. HOLLEMAN: Object to form.

25           A.     Well, hypothesis based on experience with

1 accrediting bodies that those kind of changes are  
2 not -- never found to be favorable. I have some  
3 experience with accrediting bodies just from time  
4 in the system.

5 Q. Did you ever request a -- did you ever  
6 discuss a waiver with an accrediting body?

7 A. Not to my knowledge, no.

8 Q. Did you ever see a waiver for a specific  
9 student for a specific reason lead to difficulties  
10 with an accrediting body?

11 A. Not in my tenure, no.

12 Q. So as you sit here --

13 A. I don't -- but we've never done one; so I  
14 wouldn't have had the opportunity to see that.

15 Q. So as you sit here right now saying it  
16 would have caused difficulty with the accrediting  
17 body, that's speculation, correct?

18 A. That was --

19 MR. HOLLEMAN: Objection to form.

20 A. That -- I mean, call it speculation if  
21 you like, but I would call it experience, based on  
22 having been through substantive changes reviews and  
23 many accreditation reviews and so forth, and being  
24 knowledgeable of the rules.

25 Q. But to be clear, you've never dealt with

1 a situation seeking a specific waiver for one  
2 specific student for one particular reason,  
3 correct?

4 A. Not to my knowledge, no.

5 Q. Okay. I mean, that's not something the  
6 school deals with every day, correct?

7 A. No, we do not.

8 Q. You would agree that -- I'm going to use  
9 the phrase "Maggie," but "Maggie" always means  
10 Maggie and Susan because --

11 A. Okay.

12 Q. -- it appears that they're inseparable.  
13 Is that fair enough?

14 A. Okay. Sure.

15 Q. I don't think Maggie ever does anything  
16 on -- specifically on her own.

17 You would agree that Maggie should have  
18 been part of that process of resolving the OCR  
19 complaint, correct?

20 MR. HOLLEMAN: Objection to form.

21 MR. SALAMONE: Object to form.

22 A. The college would agree that anytime  
23 there's an issue, that all parties involved should  
24 be a part of the conversation and resolution, and  
25 that all parties should work to find what's in the

1 best interests of all those parties. And as we  
2 went through the resolution process with OCR, we  
3 were guided by OCR and, for lack of a better way to  
4 describe it, it would -- our assumption all along  
5 that the communication with the Russells on this  
6 matter was via OCR and was not -- not with us.

7 Q. Did you ever ask the OCR whether they  
8 were --

9 A. Did I specifically ask --

10 Q. Hold on. You've got to let me finish.

11 A. Sorry.

12 Q. That's okay. It takes practice. But you  
13 guys have been doing a great job today.

14 Did you ever specifically ask the OCR  
15 whether the Russells were involved in discussing  
16 the proposed alternatives?

17 A. I did not specifically ask that question,  
18 no.

19 Q. Okay. So is it fair to say that nobody  
20 at the university knew whether the Russells had  
21 been involved or not; you just assumed they were?

22 MR. SALAMONE: Object to the form.

23 A. It is fair to say that nobody at the  
24 university specifically asked OCR if they were  
25 being involved, and that we assumed that they were

1 being involved through OCR, that's correct.

2 Q. Okay. Fair enough.

3 So who at the OCR did you deal with?

4 A. Craig Nydick.

5 Q. Had you dealt with him before?

6 A. No.

7 Q. Do you know if the university had  
8 received other OCR complaints before?

9 A. To my knowledge, we had not seen any --  
10 received any OCR complaints. Prior to this, the  
11 only OCR-related knowledge that I had was that  
12 there was a time period in the last few years where  
13 apparently the OCR contracted with some individuals  
14 to review websites of colleges and universities all  
15 over the United States and require or suggest  
16 improvements; and we did get a letter from OCR at  
17 that point in time, and we had some conversations  
18 with their contractors to make our website better  
19 for that, and so we were able to accomplish all  
20 those goals. That's the only OCR interactions  
21 we've had in my tenure that I can recall.

22 Q. Were there any specific policies and  
23 procedures for dealing with an OCR complaint?

24 A. Any particular policies and procedures  
25 for dealing with an OCR-specific complaint --



1 Q. Yes.

2 A. -- at the college? No, not that I'm  
3 aware of.

4 Q. Who first became aware of the OCR  
5 complaint?

6 A. That would have been the office of the  
7 president. There was a letter received. I think  
8 the date on the letter was September 24th or  
9 something like that, and so it came to the  
10 president's office a few days after that.

11 Q. Okay. And then it -- as you described,  
12 it came to you because it appeared to be legal in  
13 nature?

14 A. That's correct. And at that point, we  
15 share it with counsel.

16 Q. Who convened the panel of people at the  
17 university to deal with the complaint?

18 A. That would be me, if this is what you're  
19 referring to. We -- the initial starting point was  
20 a phone call conversation to Mr. Nydick, whose name  
21 was on the complaint form. The individuals on that  
22 particular call was myself, our counsel, Dr. Cedric  
23 Bradley, I believe, was on the call, and Dr. Suzi  
24 Brown, I think, was on the call, and maybe  
25 Dr. Jonathan Woodward was on the call that day.

1 And so that's where we began the conversation with  
2 Mr. Nydick.

3 Q. And what was -- what did the school first  
4 tell Mr. Nydick that day?

5 A. We didn't necessarily tell him anything.  
6 We asked him to explain to us -- this was new to  
7 us, so we asked him to explain to us, you know,  
8 what this was, what our responsibilities were, what  
9 the next steps in the process were.

10 Q. And he did all of that?

11 A. He did. He gave us some guidance on what  
12 we -- you know, what to do next and what the  
13 process looked like and that sort of thing.

14 Q. How long did it take to propose a  
15 solution to the OCR?

16 A. Not long. If I remember correctly, our  
17 phone call with the OCR was somewhere around  
18 October 1st, and he talked us through doing a --  
19 there was a number for it, and I can't -- it's a  
20 302-something number, they call it -- a resolution  
21 agreement with OCR and how to do that. And so we  
22 immediately went back and went to work on it, and I  
23 would say that within ten days or so, we probably  
24 had a response back to him.

25 And basically what we had to do to

1 respond back to him was we had to -- he asked us  
2 to do -- for the resolution agreement to have two  
3 components to it. Component Number 1 being trying  
4 to find one or more -- I don't remember if he gave  
5 us a number -- he just said trying to see if there  
6 were any other options that we could offer the  
7 Russells at this point in time, which is -- the  
8 end result being the four options, that you're  
9 very aware of.

10 And then the second piece of the  
11 agreement was they asked that we conduct some  
12 training amongst our employees regarding students  
13 with disabilities and things of that nature. And  
14 so we had to prepare a curriculum for that and  
15 that be part of the process.

16 So I don't remember the date that the  
17 final agreement got signed on, but it was all done  
18 within a very few days after October 1st. So  
19 there was not a long period of time.

20 **Q. Were you part of the deliberations that**  
21 **the faculty had over coming up with solutions?**

22 **A. I was not.**

23 **Q. But I think you said you're the ones who**  
24 **picked the faculty to come up with those**  
25 **alternatives?**

1           A.     I personally did not pick them.

2     Dr. Cedric Bradley, the campus vice president in  
3     Harrison County, the dean, Dr. Emma Miller, who I  
4     think was dean at that time, and then I suspect  
5     Dr. Brown had a role in also deciding, you know,  
6     which faculty had the most expertise in the matter.

7           **Q.     How was Maggie's disabilities considered**  
8     **during that process?**

9           A.     I do not know.

10          **Q.     Do you know if they were considered at**  
11     **all?**

12          A.     I do not know if there was any discussion  
13     about her specific disabilities.

14          **Q.     The college would agree it certainly**  
15     **should have made sense to consider Maggie's**  
16     **disabilities as part of that process, right?**

17          A.     I agree it should -- and I assume that  
18     all the faculty members were aware since the dean  
19     was aware and Dr. Brown was aware, but I was not  
20     physically present at the conversations.

21                 MR. ALTMAN:   Just give me a couple  
22     minutes, please.   Let's go off the record for  
23     five minutes.

24                 (Off the record.)

25     BY MR. ALTMAN:

1           **Q.     Dr. Pugh, did Mr. Nydick, did he just**  
2     **simply accept the proposal from the university as a**  
3     **resolution?**

4           A.     To the best of my recollection, yes. The  
5     only thing we had to do didn't pertain to the  
6     options for the Russells. We had to go -- we had  
7     to -- we had follow-up items we had to do  
8     throughout the next few months. We had to document  
9     that we had communicated those options to Maggie in  
10    the letter, after the acceptance. And then  
11    anything -- anytime she did something, we had to  
12    report that to him.

13               On Part B, we had to provide him with  
14    the curriculum we used for the training. We had  
15    to do the training within the specific time frame.  
16    We had to send him rosters of who we trained. But  
17    all that was after the signature on the front end.  
18    I don't remember us making multiple submissions,  
19    no.

20           **Q.     So there was no negotiation with the OCR.**  
21     **They just simply accepted your proposal?**

22           A.     To the best of my knowledge, yes. We  
23     didn't enter into any kind of communication --  
24     negotiation with them.

25           **Q.     I don't have anything else. Thank you,**

MAGGIE RUSSELL vs MISS. GULF COAST COMMUNITY COLLEGE  
Dr. Jason Pugh - 03/29/2023

Page 21

1     **Dr. Pugh.**

2             A.     Thank you.

3                   (Deposition concluded at 4:13 p.m.)

4                                 - - -

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MAGGIE RUSSELL vs MISS. GULF COAST COMMUNITY COLLEGE  
Dr. Jason Pugh - 03/29/2023

Page 22

1 CERTIFICATE OF COURT REPORTER

2 I, Kati Vogt, RPR, RMR, CRR, RDR, Court  
3 Reporter and Notary Public in and for the County of  
4 Harrison, State of Mississippi, hereby certify:

5 That on the 29th day of March, 2023, there  
6 appeared before me DR. JASON PUGH;

7 That I placed the witness under oath to  
8 truthfully answer all questions in this matter  
9 under the authority vested in me by the State of  
10 Mississippi;

11 That the foregoing 21 pages, and including  
12 this page, contain a full, true, and correct  
13 transcript of the testimony of said witness, as  
14 reported by me using the stenotype reporting  
15 method, to the best of my skill and ability.

16 I further certify that I am not in the employ  
17 of, or related to, any counsel or party in this  
18 matter, and have no interest, monetary or  
19 otherwise, in the final outcome of the proceedings.

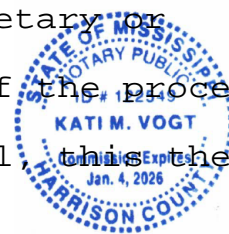
20 Witness my signature and seal, this the 20th  
21 day of April, 2023.

22

23

24 Kati Vogt, RPR, RMR, CRR, RDR  
My Commission Expires January 4, 2026

25



*Kati Vogt*

MAGGIE RUSSELL vs MISS. GULF COAST COMMUNITY COLLEGE  
 Dr. Jason Pugh - 03/29/2023

Page 23

1 ERRATA SHEET

2 I, DR. JASON PUGH, do solemnly swear that I  
 3 have read the foregoing transcript and that the  
 4 same is a true and correct transcript of the  
 5 testimony given by me on the 29th day of March,  
 6 2023, at the time and place hereinbefore set forth,  
 7 with the following corrections:

8 Page: Line: Correction: Reason for  
 9 Correction:

10 \_\_\_\_\_  
 11 \_\_\_\_\_  
 12 \_\_\_\_\_  
 13 \_\_\_\_\_  
 14 \_\_\_\_\_  
 15 \_\_\_\_\_

16 \_\_\_\_\_  
 17 DR. JASON PUGH

18 NOTARIZATION

19 Subscribed and sworn to before me, this \_\_\_\_\_  
 20 day of \_\_\_\_\_, 2023.

21 \_\_\_\_\_  
 22 NOTARY PUBLIC

23 MY COMMISSION EXPIRES:

24 \_\_\_\_\_

25